



VILLAGE OF PENTWATER

ON PENTWATER LAKE AND LAKE MICHIGAN

327 South Hancock Street P.O. Box 622

Pentwater, Michigan 49449

(231) 869-8301 FAX (231) 869-5120

PENTWATER CHANNEL LANE PAVILION "A" USER AGREEMENT

1. Prospective users may reserve the Channel Lane Pavilion "A" for private parties, meetings and presentations. Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed upon completion of this agreement. Only Channel Lane Pavilion "A" may be reserved any day or evening from May through September. Pavilion "B" is to remain open to the general public.
2. Parking lots will be kept open and serviceable. Blocking of the facility parking lot will not be allowed under any circumstances. All parking rules in the area will be adhered to.
3. The use of additional structures, tents or auxiliary structures will not be allowed. No auxiliary grills or cooking facilities will be allowed unless a pre-approved special permit has been obtained from the Village Council or the Building and Grounds Committee.
4. Use only scotch tape when putting up decorations. Decorations should not be nailed, stapled, or glued to the walls or furniture.

***In conjunction with this rule,
any exceptions to the above rules must be requested through Council.***

5. The use of alcohol will be restricted to the park itself. Alcoholic beverages are not allowed in the parking lot or on the Village streets.
6. The behavior of all persons attending any private party, meeting or presentation is the responsibility of the person making the reservation. The undersigned responsible person agrees to insure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the person reserving the park, assume the responsibility for any damage caused by your acts, the acts of any of your guests or any other third party present at Channel Lane Pavilion "A" during the period of reservation.
7. Cleanup of the area is the responsibility of the user. The user will be billed the cost of any additional cleanup required by the Village along with the repair cost of any damages. Prepare to have the park cleaned in order to leave by 10:00 p.m. without exception.
8. To the fullest extent permitted by law _____ (responsible party) shall defend, protect, hold harmless, and indemnify the Village of Pentwater, its officers, directors, council members, managers, members, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Village of Pentwater or its related parties allegedly or actually arising

out of or resulting from any and all uses or occupancy of the Village of Pentwater as described in this User Agreement, including without limitation any breach of contract or negligent act or omission of _____ (responsible party) or of _____ (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of _____ (responsible party). This indemnity provision shall include claims alleging or involving joint or comparative negligence.

- 9. The undersigned hereby acknowledges and agrees that they have read this agreement and will fully comply with the terms hereof. Failure to restore the premises to its prior condition shall result in the liability for any damages or loss.

.....
CHANNEL LANE

I have read this agreement and agree to comply with the terms thereof.

Date of Function: _____ **Time of Function:** _____

Type of Activity: _____ **# Expected** _____
(Limit 75)

Date of This Request: _____ **Telephone #** _____

Print Name: _____

Address: _____

Signature of Responsible Person: _____

.....
Office Use Only

In Date Book _____ **(initial)**

Sign/Notice _____ **(initial)**